NOTICE TO BIDDERS

The Board of Education of Williamsville Central School district hereby invites the submission of sealed bids:

YAMAHA C6X 7' CONCERT GRAND PIANO - BID #2027-07

Due December 2, 2027 at 2:00 PM at which time all bids will be publicly opened.

Specifications and bidding documents may be obtained from the Williamsville Central School District website.

GO TO: www.williamsvillek12.org/departments/business/purchasing

Return sealed bids by due date to:
Williamsville Central Schools – Purchasing Department
District Office, 105 Casey Rd., PO BOX 5000
East Amherst, New York 14051

The Board of Education reserves the right to reject any or all bids.

Send all questions concerning this bid to rbowser@williamsvillek12.org

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT BID FORM

Williamsville Central School District is currently accepting bids for the following:

ITEM	INSTRUMENT SPECIFICATION	U/M	QTY	PRICE	TOTAL	ADDITIONAL INFORMATION - COMMMENTS
#1	Yamaha C6X 7' Concert Grand Piano Polished Ebony	EACH	1			
#2	Piano Transporter with locking wheels for 7' Grand	EACH	1			
#3	Mackintosh Cover for 7' Grand	EACH	1			
#4	Remove and install Piano Saver from existing 9' Baldwin Grand to Yamaha Grand	EACH	1			
#5	Adjustable bench Polished Ebony Finish	EACH	1			
#6	Delivery and set up of Yamaha Grand with transporter and removal of 9' Baldwin Grand with transporter					
	Subtotal					
#7	* Trade in of 9' Baldwin Grand with transporter					
	Total Bid Amount					

CONTRACT TERM: From date of award through February 28, 2027

Delivery Terms: FOB Destination, No Shipping Charges, No Fuel Surcharges with an authorized PO

*** Please contact Jaime Pitnell (jlpitne@williamsvillek12.org) for questions regarding trade in.**

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ EMAIL: _____

TITLE: _____ COMPANY: _____

*****NOTICE TO BID VENDORS PLEASE READ THIS PAGE*****

- If you are not bidding at this time, there is no need to send us notice. All bids and awards are posted on the Williamsville Central School District website at www.williamsvillek12.org/

- Please put bid name and bid number on the outside of the envelope (including the FedEx or UPS) when submitting your sealed bid.

- All documents submitted must be original. Faxed or emailed copies of documents will not be accepted.

- The Bidder may submit a bid for any product, which is in all material respects equal to any of the products specified within the bid. The decision of the Williamsville Central School District as to whether a substitute product is "in all material respects equal" shall be final. If a bid is submitted on a substitute product, the bidder must specify in each instance the trade designation, the manufacturer's name and detail specifications of such product, or supply a sample.

RESPONSES TO THIS BID MUST INCLUDE THE FOLLOWING DOCUMENTS:

IN THIS ORDER:

1) BID OFFER - Fill out completely, signed and dated. (Page 4)

2) BID PROPOSAL CERTIFICATIONS - Fill out completely, signed and dated. (Pages 5-6)

3) WCSD SPECIFIC DELIVERY INFORMATION - Fill out completely. (Page 7)

4) INSURANCE DOCUMENTATION & HOLD HARMLESS AGREEMENT – If required (Pages 9-10)

5) VENDOR RESPONSE FORM – Printed version, filled out completely for all items. (To assist with accuracy, the WCSD Purchasing Department may email with a request for an excel copy of this spreadsheet after the bids are opened. Do not send prior.)

6) ADDITIONAL ITEMS AS NEEDED
   a. Discounts or restrictions to discounts requested within the invitations for bids for items not listed on the Vendor Response Form
   b. Any other additional information requested within the invitation for bids
   c. Product information sheets for substitute products
   d. SDS Sheets for substitute products

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT GENERAL BID TERMS & CONDITIONS FOR EQUIPMENT, SUPPLIES AND SERVICES

All invitations to bid issued by the above named School district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

Bids

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
6. No alternations, pressure or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in the bid for the purpose.
7. Prices and information required, except signature and of bidder, should be typewritten for legibility, illegible or vague bids may be rejected. All signatures must be written, Facsimile, printed or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements (General Business Law, Ch. 39, Sec. 369a, Sub.3, L1941)
9. No charge will be allowed for federal state or municipal sales and excise taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. In all specification, the words "or equal" are understood after each article giving manufacturer's name or catalogue reference, or on any patented article. The decision of the school district as to whether an alternative or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance, give the trade designation of the article., manufacturer's name, and detailed specification of item he proposes to furnish.
11. Bids on equipment must be on standard new equipment, or latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriter's Laboratories Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid :no Charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be "per Unit" as specified; e.g. Do not quote "per case" then "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals not fractions.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall no pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
    (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and
    (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surely on any bond furnished herewith prior to the official
18. All bids must be sealed., they may be submitted either in plain, opaque, envelopes, or in those furnished by the school district.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, no later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such as agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specification so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall and must be satisfactory to the attorney for the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior. In which case deliveries must be the same identity and quality as accepted bid sample.
22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been, cancel the contract at the expense of the successful bidder.
23. Samples when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within the(10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be removed by the bidder at his expense. Samples no removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.
24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the condition imposed in the proposal. Specification, etc.

AWARD

25. Awards will be made to the lowest responsible bidder, as well best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications , and at a lower price.
27. The school district reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums. The right is reserved to award bids on individual items or on total sums.

CONTRACT

29. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the Board of
30. Education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall not bind the school district on its part to order total quantities since all quantities are estimated. The school district reserves the right to change quantities but maintain bidders prices..
31. If successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the differences. Such purchases will be deducted from contract quantity.
32. A contract may be canceled at the successful bidder's expense upon non-performance of the contract.
33. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
34. Cancellation of contract for any other reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official order from the school district.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous written consent of the school district/

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris, and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, and the buildings broom cleaned , and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies and materials shall be stored at the site only on the approval of the school district and that successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workman. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the location required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removal at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specification, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESFUL BIDDER

43. The successful bidder guarantees:
    (a) His products against defective material or workmanship and to repair or replace any damages or maiming occasioned in transit.
    (b) To furnish adequate protection from damage for all work and to prepare damages of any kind for which he or his workman are responsible, to work of other successful bidders.
    (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft etc.
    (d) The all deliveries will be equal to the accepted bid sample.
    (e) That the equipment or furniture offered is standard, new, latest model or regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered, also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year form the date of delivery. If during this period such faults develop, the successful bidder, free of charge, with th4 specific understanding that al replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement)> the successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

44. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.
45. The school district will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or is overdue, in which event the convenience of the school district shall govern.
46. Items shall be securely packed for shipment, storage and stocking in new shipment containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
48. Unless otherwise stated in the specifications, all items must be delivered into and placed at point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
    Contract Number and/or Purchase Order Number
    Name of Article
    Item Number
    Quantity
    Name of the successful bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis
52. Payment will be made only after correct presentation claim forms are obtained from the ordering school district.
53. Payments of any claim shall not preclude the school district for making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God or for any other acts not within the control of the successful bidder and which by the exercise of reasonable allegiance he is unable to prevent.

ALTERNATIVE FORMATS FOR INSTRUCTIONAL MATERIALS

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in usable alternative format (i.e., any medium or format, other than traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed caption, audio, or electronic file in an approved format as defined in Commissioners Regulations Section 200.2.

INSTRUCTIONS TO BIDDERS

1. Bids shall be made only on the form provided with this set of specifications. Each bid shall be enclosed in a sealed envelope addressed to the Board of Education and shall be delivered on or before the time designated for the opening of bids at the Board of Education, District Office 105 Casey Road, P.O. Box 5000, East Amherst, New York 14051-5000.
   ALL ENVELOPES ARE TO BE IDENTIFIED WITH THE BID NAME, OPENING DATE AND TIME. The board of Education will not assume responsibility for envelopes that are not marked.

   1. All bids received after the designated time stated in the specifications will not be considered by the Board of Education and will be returned to the bidder unopened.

   2. The Board of Education is exempt from paying Manufacturer's Excise, Federal or State Sales Tax and, for that reason the Bid Price shall not include any tax on the items specified. The Board of Education will sign an exemption form covering the tax, if any, applying to the items covered by these specifications as may be required by law.

   3. Each bidder, by presenting a bid under these specifications, binds himself to make positive that all goods and/or services are fully up to standard or standards set up by these specifications, and should it be discovered at any time from the date of the contract that such goods or services are not up to standard, the Board of Education shall have the right to have such goods and/or services replaced by others conforming to standard requirements, the sole expense being borne by the bidder.

   4. The Board reserves the right to waive informalities, or to reject any or all bids as the best interest of the school district may require.

   5. The quantities required under these specifications are indicated as estimates. The District reserves the right to increase or decrease the various quantities on the basis of calculated unit prices derived from the bids or due to budget constraints.

   6. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard, but it is not the intention to limit competition thereby. Items delivered by successful bidder must be equal in all respects. If the bidder proposes a substitute for the item called for on an "or equal or approved" basis, the determination of whether it is the equal shall be at the sole discretion of the Board of Education.

      When bidding alternates, manufacturer brand names and item numbers must be indicated on the bid form. Samples for alternate supply items must be submitted with the bid when practicable. Manufacturer specification sheets must be submitted for alternates on equipment. The District reserves the right to request a representative sample of any product offered by any bidder. Samples must be provided at no cost to the district within five (5) days of request.

   7. The Board of Education reserves the right to award the bid to on either an item-by-item basis, grouped by like items, or in total by supplier, whichever results in the lowest overall cost to the district after factoring in the administrative costs to the District. The award will be made to the lowest responsible bidder(s) on the specifications. The District reserves the right to not make an award on any particular item where pricing offered is not advantageous to the District.

   8. Bidders are required to disclose any family or other close personal relationships with District administrators or Board members.

   9. The Notice to the successful bidder by the issuance of our purchase order or letter will constitute and create a contract to furnish the materials, supplies, equipment and/or services set forth in the bid.

   10. Photocopies of bid proposal will not be accepted.

   11. All bids are to be NET prices FOB Destination Williamsville. NO Shipping Charges. NO Fuel Surcharges.

   12. Only District terms and conditions apply to bids. The District will award items accordingly to avoid creating multiple small orders but reserves the right to reject any bid with minimum order requirements. The District reserves the right to reject any bid with revised terms and conditions or added stipulations.

   13. The supplier is required to notify the individual schools about back orders. The District reserves the right for the individual schools to decide whether or not to accept the back order at the bid price or to cancel the order.

   14. In the event that all Williamsville Schools are announced as closed because of snow or other emergency on a scheduled bid opening day, then such bid opening will be postponed until 10:00 A.M. of the next day that school is in session. Bid envelopes will also be accepted up to 10:00 A.M. that day.

   15. TOXIC SUBSTANCES MATERIAL SAFETY SHEETS REQUIRED: each contractor furnishing a toxic substance as defined by paragraph 876 of the State Labor Law and the Hazard Communication Standard 29CFR 1910.1200 to Williamsville Central Schools shall provide the school with two copies of a Material Safety Data sheet (Form OSHA 20), which shall include for each such substance the information outlined in paragraph 876 of the State Labor Law and 29CFR 1910.1200 (C). Each container shall be properly labeled with all information pertinent to Federal and State Laws regarding the labeling of toxic substances. Purchase Orders will not be deemed to be complete until Material Safety Data Sheets have been received.

BID OFFER

TO: BOARD OF EDUCATION
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
WILLIAMSVILLE, NEW YORK

Having carefully examined the Instructions To Bidders, General Conditions, Bid Proposal Certifications and Specifications for Bid #_____, the undersigned proposes to furnish and deliver all items specified herein at the prices entered in the appropriate spaces in the Bid Form, and to accept a written order for the above work for the above stated compensation, subject to such other conditions as may be agreed upon by the Board of Education and the undersigned, provided the undersigned be notified of the acceptance of this proposal within 60 days of the time set for the submission of bids.

All proposals covering the specifications within are made in the spaces provided. The complete specification shall remain bound, with the bidder's proposal appropriately filled in, and submitted for consideration as directed.

This proposal is made without any connection with any other person making any proposal for the items herein listed, and it is in all respects fair and without collusion or fraud. No Officer or Member of the Board of Education is directly or indirectly interested therein or in the equipment to which it relates, or any portion of the profits thereof.

Very truly yours,

_____
(Print Company Name)

By _____
(Authorized Signature)

_____
(Printed Name)

Address _____

_____

Date _____

Telephone No._____

Insert Bidder's name. If a corporation, give State of Incorporation, using the phrase "A corporation organized under the laws of _____." If a partnership, give name of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of_____ _____. If an individual doing business under the firm name and style of _____ _____.

Estimated Delivery Date _____

BID PROPOSAL CERTIFICATIONS

Firm Name_____

Business Address_____

Telephone Number _____ Date of Bid_____

I. General Bid Certification

The Bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law and that he is aware that all federal purchase orders must conform to federal cost principles in 2 CFR Part 200 as follows:

II. Non-Collusive Bidding Certification

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

B. A bid shall not be considered for award nor shall any award be made where (A) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor, Where (A) (l) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

(2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

III. Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII – Award Term and Condition for Recipient Integrity and Performance Matters are required to perform certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension or disbarment. (See also 2 CFR part 180, 3131 U.S.C. 3321, and 41 U.S.C. 2313).

IV. Contracting with Small and Minority Owned Businesses, Women's business enterprises and Labor Surplus Firms

A. The non-Federal entity must take all necessary affirmative steps to assure that minority owned businesses, women's owned enterprises and labor surplus area firms are used when possible.

B. Affirmative steps must include:

(1) Placing qualified small and minority owned businesses, and women's business enterprises on solicitation lists.

(2) Assuring that small and minority owned businesses, and women's owned enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks and quantities to permit maximum Participation by small and minority owned businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority owned businesses, and women's owned enterprises

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

V. Contract Provisions

2 CFR 200.326 Appendix II Contract Provisions: (B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. (H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Signature (Authorized)_____

Title_____

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SPECIFIC DELIVERY INFORMATION

1. All purchase orders, will be delivered **F.O.B. Destination**, **No Shipping Charges, No Fuel Surcharges,** between the hours of 8:00 AM - 3:00 PM Monday through Friday unless other arrangements have been made with the school. Delivery locations in the District are as follows:

√	WCSD Central Office	105 Casey Rd.	East Amherst, NY 14051
√	South High School	5950 Main St.	Williamsville, NY 14221
√	North High School	1595 Hopkins Rd.	Williamsville, NY 14221
√	East High School	151 Paradise Rd.	East Amherst, NY 14051
√	Mill Middle School	505 Mill St.	Williamsville, NY 14221
√	Heim Middle School	175 Heim Rd.	Williamsville, NY 14221
√	Casey Middle School	105 Casey Rd.	East Amherst, NY 14051
√	Transit Middle School	8730 Transit Rd.	East Amherst, NY 14051
√	Forest Elementary School	250 North Forest Rd.	Williamsville, NY 14221
√	Maple East Elementary School	1500 Maple Rd.	Williamsville, NY 14221
√	Maple West Elementary School	851 Maple Rd.	Williamsville, NY 14221
√	Country Parkway Elementary School	35 Hollybrook Dr.	Williamsville, NY 14221
√	Dodge Elementary School	1900 Dodge Rd.	East Amherst, NY 14051
√	Heim Elementary School	155 Heim Rd.	Williamsville, NY 14221
I. √	Bus Garage	533 Mill St.	Williamsville, NY 14221
√	Central Stores	480 Lawrence Bell Dr.	Williamsville, NY 14221

2. Specific delivery location(s) will be indicated on the purchase orders for this bid after awards.

3. The Purchasing Department must be notified if materials cannot be delivered within 30 days of receipt of a purchase order. The District reserves the right to cancel any back orders over 30 days.

Signature _____

Title _____

INSURANCE COVERAGE

Applicable to bids that contain specifications for on-site services and labor.

The contractor shall procure at his own expense and without expense to the owner, in insurance companies authorized to do business in the state of New York, such insurance as will protect him from claims under Workmen's Compensation Acts and other employees benefit acts; from claims for damages because of bodily injury, including death, to his employees and all others; and from claims for damages to property - any or all of which may arise out of or result from the contractor's operations under this contract, whether such operations be by himself or by any subcontractor or any one directly or indirectly employed by either of them.

The policy naming the district, as an unrestricted additional insured shall:

- Be an insurance policy from an A.M. Best-rated "secured" or better, New York State admitted insurer,
- Provide for 30-days' notice of cancellation,
- State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers In addition, the certificate of insurance shall include a copy of the endorsement granting additional insured status to the district. If an ISO endorsement is used, the specific endorsement can be identified on the certificate in lieu of producing the endorsement.
- The contractor agrees to indemnify the district for any applicable deductibles.

CONRACTOR'S LIABILITY INSURANCE

1. Workers' Compensation
   (a) State: Statutory
   (b) Applicable Federal (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries): Statutory
   (c) Employer's Liability $ 100,000 Each Accident
   (d) Benefits Required by Union Labor contracts: As Applicable

2. Comprehensive General Liability (including Premises-Operation; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage):
   (a) Bodily Injury:
   $ 1,000 000 Each Occurrence
   $ 2 000 000 Aggregate, Products and Completed Operation

   (b) Property Damage:
   $ 1 000 000 Each Occurrence
   $ 2 000 000 Aggregate

   (c) Products and Completed Operations Insurance shall be maintained for a minimum period of 2 year(s) after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.

   (**d)** Property Damage Liability Insurance shall include coverage for the following Hazards: Explosion, Collapse, Underground.

   (e) Contractual Liability (Hold Harmless Coverage):
   (1) Bodily Injury:
   $ 1,000,000 Each Occurrence
   (2) Property Damage:
   $ 1,000,000 Each Occurrence
   $ 2,000,000 Aggregate

   (f) Personal Injury, with Employment Exclusion deleted:
   $ 2,000,000 Aggregate

3. Comprehensive Automobile Liability (owned, non-owned, hired)
   (a) Bodily Injury:
   $ 1,000 000 Each Person
   $ 1,000,000 Each Accident

   (b) Property Damage:
   $ 1,000,000 Each Occurrence

Applicable to bids that contain specifications for on-site services and labor

HOLD HARMLESS AGREEMENT

A. On this the ____ day of _____, 20____

The contractor _____. hereby agrees to defend, indemnify and hold harmless the Williamsville Central School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract.

_____ Title

_____ Signature

_____ Date

Insurance Certification

Bid or Project No.# _____ **Name of Project:** _____

Your insurance representative must complete the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our •insured and provided our insured pays the appropriate premium.

Insurance. Representative: _____

Address: _____

_____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

Date: _____ Insurance Representative: _____

Bidder's Acknowledgment:

I acknowledge that 1 have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. l understand that a certificate of insurance must be submitted with my bid; and if it is not, the Williamsville C.S.D. may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

_____

Date: _____ Bidder’s Signature: _____